

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

CASSANDRA GROVE,
Plaintiff,
v.

Case No.:

**Complaint for Damages:
Violation of Fair Credit
Reporting Act**

NELNET SERVICING, LLC DBA
FIRSTMARK SERVICES; EXPERIAN
INFORMATION SOLUTIONS, INC.;
EQUIFAX INFORMATION SERVICES
LLC, and TRANSUNION LLC,
Defendants.

Plaintiff, Cassandra Grove, by and through undersigned counsel, upon information and belief, hereby complains as follows:

I. INTRODUCTION

1. This action arises out of Defendants' violations of the Fair Credit Reporting Act ("FCRA") whereby Plaintiff discovered inaccurate information reporting on her consumer credit reports, disputed that inaccurate information, and Defendants willfully or negligently refused to correct the inaccurate information on Plaintiff's consumer credit report, damaging Plaintiff.

II. PARTIES

2. At all times pertinent hereto, Plaintiff was a "consumer" as that term is defined by 15 U.S.C. §1681a(3).

3. Defendant, Nelnet Servicing, LLC dba Firstmark Services ("Firstmark") is and at all times relevant hereto was, a lending institution regularly doing business in the State of Georgia.

4. At all times pertinent hereto, Defendant Firstmark is a "person" as that term is defined in 15 U.S.C. §1681a(b), and also a "furnisher" of credit information as that

1 term is described in 15 U.S.C. §1681s-2 *et seq.*

2 5. Defendant Firstmark was at all relevant times engaged in the business of
3 attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

4 6. Defendants Firstmark is a “debt collector” as defined by 15 U.S.C. §
5 1692a(6).

6 7. Defendant, Experian Information Solutions, Inc. (“Experian”), is a credit
7 reporting agency, licensed to do business in Georgia.

8 8. Defendant Experian is, and at all times relevant hereto was, regularly doing
9 business in the State of Georgia.

10 9. Experian is regularly engaged in the business of assembling, evaluating, and
11 disbursing information concerning consumers for the purpose of furnishing consumer
12 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

13 10. Experian furnishes such consumer reports to third parties under contract for
14 monetary compensation.

15 11. At all times pertinent hereto, Defendant Experian was a “person” and
16 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

17 12. Defendant Equifax Information Services LLC is a corporation existing
18 under the laws of Georgia, with North American Headquarters in Atlanta, Georgia.

19 13. Defendant, Equifax Information Services LLC (“Equifax”), is a credit
20 reporting agency, licensed to do business in Georgia.

21 14. Defendant Equifax is, and at all times relevant hereto was, regularly doing
22 business in the State of Georgia.

23 15. Equifax is regularly engaged in the business of assembling, evaluating, and
24 disbursing information concerning consumers for the purpose of furnishing consumer
25 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

26 16. Equifax furnishes such consumer reports to third parties under contract for
27 monetary compensation.

28 17. At all times pertinent hereto, Defendant Equifax was a “person” and

1 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

2 18. Defendant, TransUnion LLC (“TransUnion”), is a credit reporting agency,
3 licensed to do business in Georgia.

4 19. Defendant TransUnion is, and at all times relevant hereto was, regularly
5 doing business in the State of Georgia.

6 20. TransUnion is regularly engaged in the business of assembling, evaluating,
7 and disbursing information concerning consumers for the purpose of furnishing
8 consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

9 21. TransUnion furnishes such consumer reports to third parties under contract
10 for monetary compensation.

11 22. At all times pertinent hereto, Defendant TransUnion was a “person” and
12 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

13 14 **III. JURISDICTION AND VENUE**

15 23. This Court has jurisdiction over this action pursuant to 15 U.S.C. §1681p,
16 15 U.S.C. §1692k(d), and 28 U.S.C. §1331.

17 24. Venue is proper in this district pursuant to 28 U.S.C. §1391(b).

18 **IV. FACTUAL ALLEGATIONS**

19 25. Plaintiff is a consumer who is the victim of inaccurate reporting by
20 Defendants Firstmark, Experian, Equifax and TransUnion (collectively, “Defendants”),
21 and has suffered particularized and concrete harm.

22 26. Equifax, Experian and TransUnion are the three largest consumer reporting
23 agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

24 27. The CRAs’ primary business is the sale of consumer reports (commonly
25 referred to as “credit reports”) to third parties and consumers.

26 28. Experian, Equifax and TransUnion have a duty, under the FCRA, to follow
27 reasonable procedures to ensure that the consumer reports they sell meet the standard of
28 “maximum possible accuracy.” 15 U.S.C. §1681e(b).

1 reporting on Plaintiff's consumer report.

2 37. Upon information and belief, Equifax, Experian and TransUnion forwarded
3 Plaintiff's Disputes (collectively the "Dispute Letters") to Defendant Firstmark.

4 38. Upon information and belief, Firstmark received notification of Plaintiff's
5 Dispute Letters from Equifax, Experian, and TransUnion.

6 39. Upon information and belief, Firstmark verified the erroneous information
7 associated with the Accounts to Equifax, Experian, and TransUnion.

8 40. Firstmark failed to conduct an investigation, contact Plaintiff, contact third-
9 parties, or review underlying account information with respect to the disputed
10 information and the accuracy of the Accounts.

11 41. Equifax, Experian, and TransUnion each did not conduct an investigation,
12 contact Plaintiff, contact third-parties, or review underlying account information with
13 respect to the disputed information and the accuracy of the Accounts.

14 42. Upon information and belief, Firstmark failed to instruct Equifax, Experian,
15 and TransUnion to remove the false information regarding the Accounts reporting on
16 Plaintiff's consumer reports.

17 43. Equifax, Experian, and TransUnion employed an investigation process that
18 was not reasonable and did not remove the false information regarding the Accounts
19 identified in Plaintiff's Dispute Letters.

20 44. At no point after receiving the Dispute Letters did Firstmark, Equifax,
21 Experian, or TransUnion communicate with Plaintiff to determine the veracity and
22 extent of Plaintiff's Dispute Letters.

23 45. Equifax, Experian, and TransUnion relied on their own judgment and the
24 information provided to them by Firstmark rather than grant credence to the information
25 provided by Plaintiff.

26 46. The Plaintiff was denied credit and/or refrained from needed credit
27 applications due to the erroneous information associated with the Accounts.

28 47. Plaintiff has lost time working to resolve the adverse information associated

1 with the Account to prevent harm.

2
3 **COUNT I – EXPERIAN**

4 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

5 48. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
6 set forth herein.

7 49. After receiving the Experian Dispute, Experian failed to correct the false
8 information regarding the Accounts reporting on Plaintiff's Experian consumer report.

9 50. Defendant Experian violated 15 U.S.C. §1681e(b) by failing to establish or
10 to follow reasonable procedures to assure maximum possible accuracy in the preparation
11 of the credit reports and credit files Defendant Experian published and maintained
12 concerning Plaintiff.

13 51. As a result of this conduct, action and inaction of Defendant Experian,
14 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
15 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
16 and usual activities for which Plaintiff seeks damages in an amount to be determined by
17 the trier of fact.

18 52. Defendant Experian's conduct, action, and inaction were willful, rendering
19 Defendant Experian liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
20 §1681n.

21 53. In the alternative, Defendant Experian was negligent, entitled Plaintiff to
22 recover damages under 15 U.S.C. §1681o.

23 54. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
24 Experian, pursuant to 15 U.S.C. §1681n and/or §1681o.

25
26 **COUNT II – EXPERIAN**

27 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

28 55. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully

1 set forth herein.

2 56. After receiving the Experian Dispute, Experian failed to correct the false
3 information regarding the Accounts reporting on Plaintiff's Experian consumer report.

4 57. Defendant Experian violated 15 U.S.C. §1681i by failing to delete
5 inaccurate information in Plaintiff's credit files after receiving actual notice of such
6 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain
7 reasonable procedures with which to filter and verify disputed information in Plaintiff's
8 credit files.

9 58. As a result of this conduct, action and inaction of Defendant Experian,
10 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
11 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
12 and usual activities for which Plaintiff seeks damages in an amount to be determined by
13 the trier of fact.

14 59. Defendant Experian's conduct, action, and inaction were willful, rendering
15 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

16 60. In the alternative, Defendant Experian was negligent, entitling Plaintiff to
17 recover damages under 15 U.S.C. §1681o.

18 61. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
19 Experian pursuant to 15 U.S.C. §1681n and/or §1681o.

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21
22 **COUNT III – EQUIFAX**

23 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

24 62. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
25 set forth herein.

26 63. After receiving the Equifax Dispute, Equifax failed to correct the false
27 information regarding the Accounts reporting on Plaintiff's Equifax consumer report.

28 64. Defendant Equifax violated 15 U.S.C. §1681e(b) by failing to establish or

1 to follow reasonable procedures to assure maximum possible accuracy in the preparation
2 of the credit reports and credit files Defendant Equifax published and maintained
3 concerning Plaintiff.

4 65. As a result of this conduct, action and inaction of Defendant Equifax,
5 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
6 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
7 and usual activities for which Plaintiff seeks damages in an amount to be determined by
8 the trier of fact.

9 66. Defendant Equifax's conduct, action, and inaction were willful, rendering
10 Defendant Equifax liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

11 67. In the alternative, Defendant Equifax was negligent, entitled Plaintiff to
12 recover damages under 15 U.S.C. §1681o.

13 68. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
14 Equifax, pursuant to 15 U.S.C. §1681n and/or §1681o.

15 COUNT IV – EQUIFAX

16 FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i

17 69. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
18 set forth herein.

19 70. After receiving the Equifax Dispute, Equifax failed to correct the false
20 information regarding the Accounts reporting on Plaintiff's Equifax consumer report.

21 71. Defendant Equifax violated 15 U.S.C. §1681i by failing to delete inaccurate
22 information in Plaintiff's credit files after receiving actual notice of such inaccuracies,
23 by failing to conduct lawful reinvestigations, and by failing to maintain reasonable
24 procedures with which to filter and verify disputed information in Plaintiff's credit files.

25 72. As a result of this conduct, action and inaction of Defendant Equifax,
26 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
27 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
28

1 and usual activities for which Plaintiff seeks damages in an amount to be determined by
2 the trier of fact.

3 73. Defendant Equifax's conduct, action, and inaction were willful, rendering
4 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

5 74. In the alternative, Defendant Equifax was negligent, entitling Plaintiff to
6 recover damages under 15 U.S.C. §1681o.

7 75. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
8 Equifax pursuant to 15 U.S.C. §1681n and/or §1681o.

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10 **COUNT V – TRANSUNION**

11 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

12 76. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
13 set forth herein.

14 77. After receiving the TransUnion Dispute, TransUnion failed to correct the
15 false information regarding the Accounts reporting on Plaintiff's TransUnion consumer
16 report.

17 78. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to establish
18 or to follow reasonable procedures to assure maximum possible accuracy in the
19 preparation of the credit reports and credit files Defendant TransUnion published and
20 maintained concerning Plaintiff.

21 79. As a result of this conduct, action and inaction of Defendant TransUnion,
22 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
23 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
24 and usual activities for which Plaintiff seeks damages in an amount to be determined by
25 the trier of fact.

26 80. Defendant TransUnion's conduct, action, and inaction were willful,
27 rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15
28 U.S.C. §1681n.

81. In the alternative, Defendant TransUnion was negligent, entitled Plaintiff to recover damages under 15 U.S.C. §1681o.

82. Plaintiff is entitled to recover costs and attorneys' fees from Defendant TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT VI – TRANSUNION

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i

83. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

84. After receiving the TransUnion Dispute, TransUnion failed to correct the false information regarding the Accounts reporting on Plaintiff's TransUnion consumer report.

85. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete inaccurate information in Plaintiff's credit files after receiving actual notice of such inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit files.

86. As a result of this conduct, action and inaction of Defendant TransUnion, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

87. Defendant TransUnion's conduct, action, and inaction were willful, rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

88. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

89. Plaintiff is entitled to recover costs and attorneys' fees from Defendant

TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT VII – FIRSTMARK

Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b)

90. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

91. After receiving the Dispute Letters, Firstmark failed to correct the false information regarding the Accounts reporting on Plaintiff's consumer report.

92. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and properly investigate Plaintiff's disputes of Defendant Firstmark's representations; by failing to review all relevant information regarding Plaintiff's disputes; by failing to accurately respond to credit reporting agencies; by verifying false information; and by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of Defendant Firstmark's representations to consumer credit reporting agencies, among other unlawful conduct.

93. As a result of this conduct, action, and inaction of Defendant Firstmark, Plaintiff suffered damages, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress, and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

94. Defendant Firstmark's conduct, action, and inaction were willful, rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

95. In the alternative, Defendant Firstmark was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

96. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Firstmark pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

PRAYER FOR RELIEF

